

|   |  |   |  |   |  |  |  |
|---|--|---|--|---|--|--|--|
| <b>SOLITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS<br/>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 &amp; 30</b>  |  |   |  | 1. REQUISITION NUMBER<br><b>PR: 83-20-8792</b>  |  | PAGE 1 OF<br><b>48</b>   |  |
| 2. CONTRACT NO.   |  | 3. AWARD/EFFECTIVE DATE   |  | 4. ORDER NUMBER   |  | 5. SOLICITATION NUMBER<br><b>DTFH61-08-B-000001</b>  |  |
| 6. SOLICITATION ISSUE DATE<br><b>August 26, 2008</b>  |  | 7. FOR SOLICITATION INFORMATION CALL:   |  | a. NAME<br><b>rick.murray@dot.gov</b>   |  | b. TELEPHONE NUMBER (No collect calls)<br><b>(202) 366-4250</b>  |  |
| 8. OFFER DUE DATE/LOCAL<br><b>09/09/2008 2:00pm</b>   |  | 9. ISSUED BY<br><br><b>Department of Transportation<br/>Federal Highway Administration<br/>Office of Acquisition Management<br/>1200 New Jersey Avenue SE, Room E65-101<br/>Washington, DC 20590-0001</b>   |  | CODE<br>HAAM-30   |  | 10. THIS ACQUISITION IS<br><br><input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR:<br><input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)<br>NAICS: 485999<br>SIZE STANDARD: \$6.5M |  |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE  |  | 12. DISCOUNT TERMS  |  | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>   |  | 13b. RATING  |  |
| 14. METHOD OF SOLICITATION<br><input type="checkbox"/> RFQ <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP   |  | 15. DELIVER TO<br><br>See Block 9   |  | CODE<br>HAAM-30   |  | 16. ADMINISTERED BY<br><br>See Block 9   |  |
| 17a. CONTRACTOR/OFFEROR<br><br>TELEPHONE NO.  |  | CODE  |  | FACILITY CODE   |  | 18a. PAYMENT WILL BE MADE BY<br><br>Federal Highway Administration<br>Finance Division<br>1200 New Jersey Avenue, SE<br>Washington, DC 20590-0001  |  |
| CODE  |  | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>   |  | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM   |  | CODE<br>HCFS-1   |  |
| 19. ITEM NO.  |  | 20. SCHEDULE OF SUPPLIES/SERVICES   |  | 21. QUANTITY  |  | 22. UNIT   |  |
| 23. UNIT PRICE  |  | 24. AMOUNT  |  | 25. ACCOUNTING AND APPROPRIATION DATA   |  | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)  |  |
| <b>The contractor shall furnish all personnel and equipment and shall perform all services necessary to provide alternative fuel passenger vehicle service entitled "Federal Highway Administration (FHWA) "Shuttle Vehicle Service".</b><br><br>(continued on page 2)<br>(Use Reverse and/or Attach Additional Sheets as Necessary)  |  |   |  |   |  |  |  |
|   |  |   |  |   |  |  |  |
| <input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED<br><input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED |  | <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE.. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. |  | <input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: |  |  |  |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  |  | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  |  | 30b. NAME AND TITLE OF SIGNER (Type or print)   |  | 31b. NAME OF CONTRACTING OFFICER (Type or print)   |  |
| 30c. DATE SIGNED  |  | 31c. DATE SIGNED  |  | Rick Murray   |  |  |  |

# PART I

## SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor shall furnish all personnel and equipment and shall perform all services necessary to provide alternative fuel passenger vehicle service entitled "Federal Highway Administration (FHWA) "Shuttle Vehicle Service".

The total base firm fixed price for the performance of this contract which is defined as the CLINs ending in 'a' through 'c' including all options, is \$\_\_\_\_\_. Prices associated with CLINs ending in 'd' through 'g' are in addition to the base firm fixed price, and associated funding will be added to this contract when these items needed or invoked pursuant to the terms of this contract. The fixed prices breakdown by base and option periods, is as follows:

|                              | <u>Period of Performance</u>  | <u>Qty</u> | <u>Unit</u>            | <u>Price</u>       | <u>Extended Price</u> |
|------------------------------|---|------------|------------------------|--------------------|-----------------------|
| <b><u>Base Year</u></b>      |   |            |                        |                    |                       |
| CLIN 01a                     | 10 Pax Vehicle Shuttle  | 12         | Months                 | \$_____            | \$_____               |
| CLIN 01b                     | 21 Pax Vehicle in lieu of 10 Pax Vehicle for 4 days in January <sup>1</sup> | 4          | Days                   | \$_____            | \$_____               |
| CLIN 01c                     | Baseline Fuel Price <sup>2</sup>  | 12         | Months                 | \$_____            | \$_____               |
| CLIN 01d                     | 10 Pax Vehicle used in Government Emergency <sup>3</sup>                    |            | \$ / Hour<br>\$ / Mile | \$_____<br>\$_____ |                       |
| CLIN 01e                     | Adjusted Fuel Price <sup>4</sup> (Oct – Jan)                                | 4          | Months                 | \$ N/A             | \$ N/A                |
| CLIN 01f                     | Adjusted Fuel Price <sup>2</sup> (Feb – May)                                | 4          | Months                 | \$ TBD             | \$ TBD                |
| CLIN 01g                     | Adjusted Fuel Price <sup>2</sup> (Jun – Sep)                                | 4          | Months                 | \$ TBD             | \$ TBD                |
| <b><u>Option Year #1</u></b> |   |            |                        |                    |                       |
| CLIN 02a                     | 10 Pax Vehicle Shuttle  | 12         | Months                 | \$_____            | \$_____               |
| CLIN 02b                     | 21 Pax Vehicle in lieu of 10 Pax Vehicle for 4 days in January <sup>1</sup> | 4          | Days                   | \$_____            | \$_____               |
| CLIN 02c                     | Baseline Fuel Price <sup>2</sup>  | 12         | Months                 | \$_____            | \$_____               |
| CLIN 02d                     | 10 Pax Vehicle used in Government Emergency <sup>3</sup>                    |            | \$ / Hour<br>\$ / Mile | \$_____<br>\$_____ |                       |
| CLIN 02e                     | Adjusted Fuel Price <sup>2</sup> (Oct – Jan)                                | 4          | Months                 | \$ TBD             | \$ TBD                |
| CLIN 02f                     | Adjusted Fuel Price <sup>2</sup> (Feb – May)                                | 4          | Months                 | \$ TBD             | \$ TBD                |
| CLIN 02g                     | Adjusted Fuel Price <sup>2</sup> (Jun – Sep)                                | 4          | Months                 | \$ TBD             | \$ TBD                |

<sup>1</sup> This price represents the difference between a 10 Pax and 21 Pax vehicle.

<sup>2</sup> The baseline fuel price will remain constant over the life of the contract. Fuel price adjustments will be in accordance with the Economic Price Adjustment clause in Section H, and will be accounted for in CLINS ending in 'e', 'f', and 'g'.

<sup>3</sup> Note: Clin 'd' funding will be added to the contract if/when an emergency situation arises. These costs only apply in the event of a contingency situation in the Washington D.C. metropolitan area and the Contracting Officer and/or COTR has directed the contractor that a contingency situation exists and the vehicle will be used to support the Department of Transportation's needs, in excess of time period and mileage associated with Attachment 2.

<sup>4</sup> Not applicable – there will be no fuel price adjustment in the first four months of this contract.

**Option Year #2**

|          |   |                        |                    |         |
|----------|---|------------------------|--------------------|---------|
| CLIN 03a | 10 Pax Vehicle Shuttle  | 12 Months              | \$_____            | \$_____ |
| CLIN 03b | 21 Pax Vehicle in lieu of 10 Pax Vehicle for 4 days in January <sup>1</sup> | 4 Days                 | \$_____            | \$_____ |
| CLIN 03c | Baseline Fuel Price <sup>2</sup>  | 12 Months              | \$_____            | \$_____ |
| CLIN 03d | 10 Pax Vehicle used in Government Emergency <sup>3</sup>                    | \$ / Hour<br>\$ / Mile | \$_____<br>\$_____ |         |
| CLIN 03e | Adjusted Fuel Price <sup>2</sup> (Oct – Jan)                                | 4 Months               | \$ TBD             | \$ TBD  |
| CLIN 03f | Adjusted Fuel Price <sup>2</sup> (Feb – May)                                | 4 Months               | \$ TBD             | \$ TBD  |
| CLIN 03g | Adjusted Fuel Price <sup>2</sup> (Jun – Sep)                                | 4 Months               | \$ TBD             | \$ TBD  |

**Option Year #3**

|          |   |                        |                    |         |
|----------|---|------------------------|--------------------|---------|
| CLIN 04a | 10 Pax Vehicle Shuttle  | 12 Months              | \$_____            | \$_____ |
| CLIN 04b | 21 Pax Vehicle in lieu of 10 Pax Vehicle for 4 days in January <sup>1</sup> | 4 Days                 | \$_____            | \$_____ |
| CLIN 04c | Baseline Fuel Price <sup>2</sup>  | 12 Months              | \$_____            | \$_____ |
| CLIN 04d | 10 Pax Vehicle used in Government Emergency <sup>3</sup>                    | \$ / Hour<br>\$ / Mile | \$_____<br>\$_____ |         |
| CLIN 04e | Adjusted Fuel Price <sup>2</sup> (Oct – Jan)                                | 4 Months               | \$ TBD             | \$ TBD  |
| CLIN 04f | Adjusted Fuel Price <sup>2</sup> (Feb – May)                                | 4 Months               | \$ TBD             | \$ TBD  |
| CLIN 04g | Adjusted Fuel Price <sup>2</sup> (Jun – Sep)                                | 4 Months               | \$ TBD             | \$ TBD  |

**Option Year #4**

|          |   |                        |                    |         |
|----------|---|------------------------|--------------------|---------|
| CLIN 05a | 10 Pax Vehicle Shuttle  | 12 Months              | \$_____            | \$_____ |
| CLIN 05b | 21 Pax Vehicle in lieu of 10 Pax Vehicle for 4 days in January <sup>1</sup> | 4 Days                 | \$_____            | \$_____ |
| CLIN 05c | Baseline Fuel Price <sup>2</sup>  | 12 Months              | \$_____            | \$_____ |
| CLIN 05d | 10 Pax Vehicle used in Government Emergency <sup>3</sup>                    | \$ / Hour<br>\$ / Mile | \$_____<br>\$_____ |         |
| CLIN 05e | Adjusted Fuel Price <sup>2</sup> (Oct – Jan)                                | 4 Months               | \$ TBD             | \$ TBD  |
| CLIN 05f | Adjusted Fuel Price <sup>2</sup> (Feb – May)                                | 4 Months               | \$ TBD             | \$ TBD  |
| CLIN 05g | Adjusted Fuel Price <sup>2</sup> (Jun – Sep)                                | 4 Months               | \$ TBD             | \$ TBD  |

**Abbreviations Used:**

|        |   |
|--------|---|
| CLIN = | Contract line item number   |
| Qty =  | Quantity  |
| Pax =  | Passenger   |
| N/A =  | Not applicable (see footnote <sup>4</sup> )                                   |
| TBD =  | To be determined (refer to the Economic Price Adjustment Clause in Section H) |

The cost summary for the total base fixed price is as follows:

| <u>CLIN Number</u>           | <u>Fixed Price</u> |         |
|------------------------------|--------------------|---------|
| CLIN 01a                     | \$_____            |         |
| CLIN 01b                     | \$_____            |         |
| CLIN 01c                     | \$_____            |         |
| Subtotal Base Year:          |                    | \$_____ |
| CLIN 02a                     | \$_____            |         |
| CLIN 02b                     | \$_____            |         |
| CLIN 02c                     | \$_____            |         |
| Subtotal Option Year 1:      |                    | \$_____ |
| CLIN 03a                     | \$_____            |         |
| CLIN 03b                     | \$_____            |         |
| CLIN 03c                     | \$_____            |         |
| Subtotal Option Year 2:      |                    | \$_____ |
| CLIN 04a                     | \$_____            |         |
| CLIN 04b                     | \$_____            |         |
| CLIN 04c                     | \$_____            |         |
| Subtotal Option Year 3:      |                    | \$_____ |
| CLIN 05a                     | \$_____            |         |
| CLIN 05b                     | \$_____            |         |
| CLIN 05c                     | \$_____            |         |
| Subtotal Option Year 4:      |                    | \$_____ |
|                              |                    | =====   |
| Total base firm fixed price: |                    | \$_____ |

**SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****The Contractor Shall Provide the Following Service**

A. Starting on the contract effective date, the contractor shall place in service under this contract a new passenger vehicle (defined as model year 2007 or 2008 with less than 20,000 miles) equipped to the minimum specifications stated in the ATTACHMENT SECTION, Attachment 1. This passenger vehicle shall be the primary vehicle for services rendered under this contract and shall be compliant with 49 CFR PART 38-- AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES, hereinafter referred to as ADA compliant.

In our commitment to a "green" Federal fleet vehicle inventory the shuttle bus/van provided must be an Alternative Fuel Vehicles (AFV) <sup>5</sup>. Our goal is to reduce emissions, displacing petroleum use, and enhance public relations. Alternative fuel must be utilized for a minimum of 80 percent of this contract's fuel requirements.

B. The contractor will not proceed under this contract until the Contracting Officer provides a specific notification to proceed to the contractor. The contractor is required to provide the information and certifications cited below to the Contracting Officers Technical Representative. Based on the receipt and acceptance of these items, the Contracting Officer will provide the contractor with the notification to proceed with the shuttle service on a specific date.

1. A copy of the passenger vehicle purchase or lease agreement.
2. A copy of the manufacturer's and, if appropriate, the leaser's vehicle maintenance schedule.
3. Identifying information for the cellular telephone, identified in ATTACHMENT SECTION, Attachment 1.<sup>6</sup>
4. A copy of the contract-specific tariff issued by the Washington Metropolitan Area Transit Commission (WMATC).<sup>6</sup> An amended tariff shall be delivered on the effective date of each executed option.
5. Alternative replacement vehicle plan for when the primary vehicle is out of service (see SECTION C, paragraph G).<sup>6</sup>
6. A Certificate of Insurance for the amount specified in ATTACHMENT SECTION, Attachment 1. The Certificate of Insurance shall name, as certificate holder:

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<sup>5</sup> AFV information can be located at <http://www.fueleconomy.gov/feg/current.shtml>. Alternate fuel station locations can be found through [http://www.eere.energy.gov/afdc/stations/find\\_station.php](http://www.eere.energy.gov/afdc/stations/find_station.php). Specific District of Columbia information can be found at <http://www.eere.energy.gov/afdc/states/DC>.

<sup>6</sup> These items must be provided with the offeror's proposal

Department of Transportation  
Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue, S.E., Room E65-101  
Washington, DC 20590  
Telephone: (202) 366-4232

C. During the period of the contract, the contractor shall provide a driver and a shuttle vehicle to operate regular route shuttle service. The shuttle vehicle service shall provide a 10 passenger vehicle (excluding the driver) with simultaneous accommodations for 2 wheelchair mobile passengers accessible through the utilization of a wheel chair lift. Standard service between the Federal Highway Administration Headquarters, 1200 New Jersey Avenue, S.E., Washington, D.C. and the Turner-Fairbank Highway Research Center (TFHRC), 6300 Georgetown Pike, McLean, Virginia. The regular route shuttle vehicle service shall be provided Monday through Friday, not including Federal holidays, in accordance with the FHWA Regular Route Shuttle Vehicle Service Schedule in the ATTACHMENT SECTION, Attachment 2.

The drivers must be fluent in English. This includes the ability to read, write and verbally communicate in English.

The contractor shall ensure that the vehicle driver and each vehicle used under this contract shall have all the current, approved certifications, licenses, tags and similar such authorizations that are required under Federal, State, and local statutes and regulations.

The shuttle vehicle will normally enter the TFHRC via the either the gate entrance on the George Washington Parkway or Virginia Route 193 entrance as notified by the COTR. The vehicle arrival/departure point shall be in front of the Turner Building. The clock located at the TFHRC security desk shall be the official clock to determine shuttle vehicle arrival/departure times.

The normal arrival/departure point at the DOT Headquarters Building shall be in front of the East building entrance on 4<sup>th</sup> Street SE between M Street SE and Tingey Street SE, adjacent to the loading dock.

D. During 4 days of a week in January of each year, the contractor shall alter the schedule of the regular route shuttle vehicle service to provide vehicle service for the annual meeting of the Transportation Research Board. The route during this week will be from the TFHRC to the conference site in the Washington D.C. Metropolitan Area. The contractor will be advised of the exact conference site at least 30 days in advance of the passenger shuttle vehicle schedule change (a sample conference shuttle schedule is attached as Attachment 3).

In addition, the vehicle service during the annual conference will be a 21 passenger shuttle vehicle (excluding the driver) and it will be ADA compliant, in accordance with SECTION C, paragraph A.

E. The contractor is required to document each trip in a shuttle trip log. The driver shall maintain a log of departure time, arrival time, and the number of riders for each trip. The trip log shall be completed by the driver at the end of each day. Monthly logs shall be delivered on the first working day of each month to the COTR in accordance with SECTION H, paragraph A.

Documentation of shuttle fuel purchases must be provided monthly. The documentation should detail gallons purchased and fuel type utilized.

F. Vehicle maintenance shall be made in accordance with the vehicle manufacturer maintenance schedule. The contractor shall provide maintenance documentation to the COTR in accordance with SECTION F – DELIVERIES OR PERFORMANCE.

The shuttle vehicle must remain free of dirt and debris and present an appearance suitable for professional services. Any contractor policy of no eating or drinking on the shuttle vehicle shall be posted in the vehicle and the vehicle operator shall enforce the policy. In addition, the driver's appearance and conduct shall meet a similar professional standard.

The special vehicle equipment ATTACHMENT SECTION – Attachment 1 shall be accessible and functional at all times. The contractor shall repair or replace this equipment as necessary.

G. In the event of a delayed or missed schedule trip, due to vehicle breakdown, road emergencies, severe weather conditions or similar situations the contractor shall notify the COTR. Notification shall be within 10 minutes of perceived delay. The telephone number of the COTR is (202) 493-3000. If a live person does not answer the telephone number, the contractor must notify the TFHRC security desk on (202) 493-3003.

In the event of a vehicle breakdown, a replacement ADA compliant vehicle of equal characteristics shall be on-site to assume the vehicle schedule within two (2) hours of the reported incident. The contractor must establish a plan detailing the process to provide a replacement vehicle, in the event the primary vehicle is can not meet the existing schedule.

H. In the event contract option years are executed, the contractor shall replace the passenger vehicle defined in SECTION C - Item A during the contract. The vehicle shall be replaced either 2 ½ years from contract award or once the vehicle mileage reaches 190,000 miles, which ever occurs first. The replacement vehicle shall be a new current model year vehicle that meets the minimum specifications stated in Attachment 1. The replacement vehicle shall become the primary vehicle for services rendered under this contract.

Once the new vehicle becomes the primary vehicle under this contract, the contractor shall deliver to the COTR:

1. A copy of the passenger vehicle purchase or lease agreement.
2. A copy of the manufacturer's and, if appropriate, the leaser's vehicle maintenance schedule. The contractor shall adhere to the vehicle manufacturer/leaser maintenance schedule in accordance with Item F above.
3. A Certificate of Insurance for the amount specified in ATTACHMENT SECTION. The Certificate of Insurance shall name, as certificate holder:

Department of Transportation  
Federal Highway Administration  
Office of Acquisition Management  
1200 New Jersey Avenue, S.E., Room E65-101  
Washington, DC 20590  
Telephone: (202) 366-4232

4. The contractor shall adhere to the vehicle manufacturer's/leaser's maintenance schedules. Proof of compliance shall be provided to the COTR as stated in SECTION C, paragraph F.
5. The primary vehicle shall be equipped with the special equipment in Attachment 1. The equipment shall be accessible and functional at all times. The contractor shall repair or replace this equipment as necessary.

I. In the event DOT/FHWA declares an emergency, the shuttle vehicle shall be available during standard route service hours for alternative service routes. Either the Contracting Officer or the COTR will notify the contractor that an emergency exists.

In the event of an emergency the following applies:

1. Normal charges for the shuttle service will remain in effect in terms of time and mileage that would be incurred during normal operation of regular shuttle service schedule. In the event that mileage, or time exceeds that which would be incurred in a normal day of shuttle operation, additional cost for mileage and time charges are allowable in accordance with SECTION B.
2. A detailed map of the Washington D.C. metropolitan area or Global Positioning System (GPS) navigational system must be maintained in the vehicle at all time for reference in the event the driver must identify an alternative route. The requirement for the map is in accordance with Attachment 1.



## **SECTION D – PACKAGING AND MARKING**

There are no requirements for this section.

## **SECTION E – INSPECTION AND ACCEPTANCE**

All work hereunder shall be subject to review by the government, in accordance with Federal Acquisition Regulation (FAR) 52.212-4.

## **SECTION F – DELIVERIES OR PERFORMANCE**

### **Period of Performance**

All services required shall be completed 12 months after the effective date of the contract. The government may execute 4 additional twelve (12) month options. The total period of performance, including all options, shall not exceed 5 years (60 months).

In accordance with FAR clause 52.217-9 the government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may adjust only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor no later than 30 days prior to contract conclusion.

### **Place of Delivery**

- A. The first workday of each month by 9:00am, the monthly trip logs cited in SECTION C, Item E, of the previous month shall be delivered to the COTR at:

Federal Highway Administration  
Office of Facilities Management  
6300 Georgetown Pike, Room T-106  
McLean, VA 22101  
Attn: TBD

- B. Documentation of all vehicle and equipment repair/maintenance receipts cited in SECTION C, Item F, shall be delivered to the COTR at the address above.
- C. The place invoices shall be delivered is stated in SECTION G.

**SECTION G – CONTRACT ADMINISTRATION DATA****Funds Available**

- A. The current total funds obligated to this contract are identified on page 1.
- B. Subject to the government execution of each option and the availability of funds, funds will be added as applicable - Subject to adjustment based on the applicable Department of Labor Wage Determination (see the CLAUSE SECTION, clauses 52.222-43 and 52-222-44 and ATTACHMENT SECTION.

**Invoice Requirements**

To constitute a proper invoice, the invoice must include the following information as identified in 52.212-4 Contract Terms and Conditions - - Commercial Items (Feb 2007).

Submit all invoices to one of the following invoice addresses:

All invoices and required supporting documents shall be sent via e-mail to the following e-mail address: [9-AMC-AMZ-FHWA-Invoices@faa.gov](mailto:9-AMC-AMZ-FHWA-Invoices@faa.gov).

- (a) Include the invoice as an attached PDF document
- (b) Include in the e-mail subject line the following:
  - (i) "Invoice No. #
  - (ii) Contract/Agreement Number
  - (iii) Name of your Company/Organization."
  - (iv) Attention: [Contract Specialist Name]

Example: Invoice No. 35 – DTFH61-08-C-00001 – ABC Company – Attention: John Doe

If the invoice and supporting documents exceed 8 MB as an e-mail attachment, the contractor must select one of the other submission options presented below:

Invoices submitted via an overnight service must use the following physical address:

MMAC  
FHWA/AMZ-150  
6500 S. MacArthur Blvd  
Oklahoma City, OK 73169  
Attention: [Contract Specialist Name]

Express Delivery Point of Contact: April Grisham, 405 954-8269

Invoices may be submitted via regular U.S. Postal Service to the following address:

Federal Highway Administration  
Markview Processing  
P.O. Box 268865  
Oklahoma City OK 73126-8865  
Attention: [Contract Specialist Name}

All invoices, regardless of submission method, must identify (Contract Specialist Name) as the invoicing point of contact.

An invoice submitted to an address other than those identified above after February 1, 2008, will be returned to the vendor as non-conforming.

### **Contracting Officer's Technical Representative (COTR)**

The Contracting Officer has designated TBD as the Technical Representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the contractor. The COTR IS NOT authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the government or authorize any changes, which affect the contract price, delivery schedule, period of performance or other terms or conditions.

The Contracting Officer is the only individual who can legally commit or obligate the government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. The Contracting Officer shall authorize any such revision in writing.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **Economic Price Adjustment**

It is anticipated that during the lifetime of this contract that the price of fuel will fluctuate a great deal. This clause is designed to adjust the price paid for fuel commensurate with the fluctuations in fuel pricing. The price paid for fuel will comprise of two components: the baseline fuel price which will remain static over the life of the contract, plus the fuel price adjustment. The fuel price adjustment will be recalculated every four months at the end of months January, May and September and can either increase, decrease or remain the same as the previous adjustment.

The fuel price adjustment will be the difference between the baseline fuel price and the current price of fuel on the last reporting day of the above months for the identified fuel index.<sup>7</sup> This adjustment will be used for the next four months until the next fuel price adjustment.

At no time, can the index or calculation method be changed without the bilateral agreement of the Contractor and Government in a written modification to the contract..

No other CLIN is subject to an economic price adjustment regardless if the contractor proposes a fuel price adjustment or not.

For example, if the baseline price of E85 Ethanol is \$3.09 and on January 31, 2009 the price was \$3.19, the fuel price adjustment would be  $\$3.19 - \$3.09 = \$0.10$  x the number of gallons needed for an average month of shuttle bus operation (for this example use 300 gallons). The fuel price adjustment would be  $\$0.10 \times 300 \text{ gallons} = \$30.00$ . This adjustment would be used for the next four months until the next adjustment.

**\*Please note, the choice of alternate fuel and fuel rates are for example purposes only and may be different than what an offeror proposes. During the first four months of the contract, no economic price adjustment will be allowed.**

### **Performance Standards and Quality Assurance Plan**

This is a performance based service contract.

The contractor shall perform in accordance with the Statement of Work and the following performance standards.

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<sup>7</sup> The offeror shall propose an index to use for this calculation. The index must include the Washington DC and or the surrounding region – the more focused the better. The index must be independent, verifiable and published (in print or on the internet) based on actual market prices, not futures. An example of an acceptable index would be the Energy Information Administration's Gasoline and Diesel Fuel Update at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. Alternate Fuel Pricing Reports are available at [http://www.eere.energy.gov/afdc/price\\_report.html](http://www.eere.energy.gov/afdc/price_report.html).

**Definitions**

Performance Standards: Minimum required level of service.

Acceptable Quality Level: Maximum allowable variation from the standard.

Quality Assurance Plan: How the government will measure the contractor's performance against the performance standards.

Frequency of Discrepancy: Time or frequency that measures each discrepancy within a month, stated as a per round trip, twice daily (morning and afternoon), daily, weekly or monthly.

**Performance Requirements**

1. Submit a copy of the vehicle maintenance schedule and documentation that vehicle maintenance is routinely performed in accordance with the vehicle maintenance schedule.

Performance Standards Submit documentation on the due date

Acceptable Quality Level Submit documentation within 3 business days of the due date

Quality Assurance Plan Confirm 100% compliance to maintenance schedule

Frequency of Discrepancy Lack of documentation is a weekly discrepancy

2. Submit a copy of the contract-specific tariff issued by the Washington Metropolitan Area Transit Commission (WMATC). Based on the renewal date of the WMATC tariff, submit an amended copy of the renewal tariff.

Performance Standards Submit tariff document on the due date

Acceptable Quality Level Submit tariff document within 3 business days of the due date

Quality Assurance Plan Confirm 100% compliance to renewal schedule

Frequency of Discrepancy Lack of documentation is a daily discrepancy

3. Submit a copy of the Certificate of Insurance for the vehicle. Based on the renewal date of the insurance, the contractor shall submit the insurance renewal.

|                          |  |
|--------------------------|--|
| Performance Standards    | Submit insurance document on the due date                        |
| Acceptable Quality Level | Submit insurance document within 3 business days of the due date |
| Quality Assurance Plan   | Confirm 100% compliance to renewal schedule                      |
| Frequency of Discrepancy | Lack of documentation is a daily discrepancy                     |

4. The contractor shall maintain a fuel usage log.

|                          |  |
|--------------------------|--|
| Performance Standards    | By 9 A.M. on the first working day of each month, submit the monthly fuel logs from the previous weeks |
| Acceptable Quality Level | On the third working day of each month, submit the monthly fuel logs from the previous week            |
| Quality Assurance Plan   | Review the monthly fuel log to identify any issues/concerns for problems and make corrections          |
| Frequency of Discrepancy | Lack of documentation is a weekly discrepancy  |

5. The contractor shall maintain a monthly trip log on the shuttle's rider capacity and performance.

|                          |   |
|--------------------------|---|
| Performance Standards    | By 9 A.M. on the first working day of each month, submit the trip logs from the previous weeks. |
| Acceptable Quality Level | On the third working day of each month, submit all the trip logs from the previous weeks        |
| Quality Assurance Plan   | Review the daily log to identify any issues/concerns for problems and make corrections          |
| Frequency of Discrepancy | Lack of documentation is a weekly discrepancy   |

6. The communication equipment shall be in working order.

|                          |  |
|--------------------------|--|
| Performance Standards    | Ensure communication equipment is in working order   |
| Acceptable Quality Level | Immediately replace/repair nonfunctioning equipment  |
| Quality Assurance Plan   | Randomly check the shuttle communication equipment to confirm non-operating communication equipment is repaired/replaced |
| Frequency of Discrepancy | Lack of communication/equipment problems is a daily discrepancy  |

7. The contractor shall keep the shuttle running, in accordance with SECTION C, within the shuttle bus schedule.

|                          |   |
|--------------------------|---|
| Performance Standards    | Inform the government once the situation develops. In the event of a vehicle breakdown, a replacement vehicle shall be on-site to assume the vehicle schedule within two (2) hours of the reported incident.  |
| Acceptable Quality Level | Maintain contact with the government to update the situation.   |
| Quality Assurance Plan   | In the event of delays, ensure the notification to the COTR are timely. In the event of a vehicle breakdown, the COTR shall monitor that the replacement vehicle is on site to assume the vehicle schedule within two (2) hour of the reported incident. Randomly check actual vehicle trips to ensure the shuttle trips conform to the schedule and the shuttle stops are made only at the DOT Headquarters and TFHRC. |
| Frequency of Discrepancy | Delayed notification/non vehicle replacement is a per round trip discrepancy  |

8. The shuttle must be operated to reflect a professional appearance.

|                          |  |
|--------------------------|--|
| Performance Standards    | The vehicle must be neat and clean at all times and the driver's appearance and conduct meet a professional standard.  |
| Acceptable Quality Level | COTR/contractor will discuss remedial action and the schedule for any follow on compliance action.   |
| Quality Assurance Plan   | The COTR will periodically conduct random checks to insure the shuttle interior is neat and clean, the driver's routine duties are conducted professionally, and discuss any complaints with the contractor to ensure prompt response and corrective action. |
| Frequency of Discrepancy | Unprofessional appearance is a twice daily (morning and afternoon) discrepancy   |

### **Evaluation/Invoice Credit**

The FHWA COTR will evaluate the contractor's performance each month on the Performance Requirements described in SECTION H above. The contractor performance will be evaluated, and based on the results of the evaluation; the monthly fixed price may be adjusted.

The FHWA evaluation is as follows:

1. The COTR shall document performance discrepancy and provide the evaluation to the contractor.
2. The contractor reviews the evaluation and provides comments to the COTR.
3. The COTR determines if discrepancies exist (excluding extenuating circumstances). If discrepancies exceed the acceptable ranges cited below, the government will take a credit on the invoice covering that period of performance.

| <u># Monthly Discrepancies</u> | <u>Government Receives Dollar Credit for each Discrepancy</u> |
|--------------------------------|---|
| 0 – 2                          | \$ 0 Credit   |
| 3 – 4                          | \$ 350 Credit   |
| 5 and above                    | \$ 700 Credit   |



In addition to compliance with the performance standards, the contractor's performance evaluation conducted by the government will assess the contractor's performance in:

1. Adhering to the terms and conditions of the contract,
2. Demonstrating a commitment to customer satisfaction,
3. Demonstrating effective management including responsiveness to customer needs, operating with honesty and integrity, prompt notification of problems, and management practices which are flexible and proactive.

### **Nonpersonal Services Contract**

This contract is a nonpersonal services contract as defined FAR Section 37.101. It is understood and agreed that the contractor and its employees, consultants and subcontractors:

- A. Shall perform the services specified herein as independent contractors, not as employees of the Government;
- B. Shall be responsible for their own management, supervision and administration of the work required, and bear sole responsibility for complying with all technical, schedule, or financial requirements or constraints attendant to the performance of this contract;
- C. Shall be free from any direct or indirect supervision or control by any Government employee; however,
- D. Shall, pursuant to the government rights under contract clauses such as Inspection, and Key Personnel comply with such general direction of authorized Government employees as is necessary and appropriate to ensure accomplishment of the contract requirements and objectives.

The contractor's Project Manager shall communicate with the COTR to determine the Government's work requirements as set forth in Section C.

### **Liability**

The Government cannot indemnify the contractor or its subcontractor(s) from liability as a result of the performance of work under this contract. Therefore, the contractor is required to obtain adequate property, vehicle and liability insurance during the entire period of performance, as appropriate, in accordance with the provisions of the clause at FAR 52.228-5, which is incorporated into this contract in CLAUSE SECTION. Evidence of such insurance must be submitted to the Contracting Officer as a condition of award.

## **Security Clearances**

The contractor's entire staff for this project shall complete an SF-85P Questionnaire for Public Trust Positions. US citizenship is not required. The completed forms will be forwarded to the Transportation Administrative Service Center (TASC) for processing. The results of this screening will be reviewed by FHWA to determine staff continuation on the project for security reasons. Individuals deemed unsuitable for assignment shall be removed immediately in accordance with the Transportation Acquisition Regulation clause 1252.237-70, identified in CLAUSE SECTION.

## **Observation of Regulations and Identification of Contractor's Employees**

- A. Observation of Regulations - In performance of that part of the contract work which is performed at a Government installation, the contractor shall require its employees to observe the rules and regulations as prescribed by the DOT, FHWA, or authorities at the installation, including safety, health, environmental and security regulations.
- B. Identification Badges - At all times while on Government property, the contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the Security Office. The contractor is accountable for these badges, and may be required to validate outstanding badges on an annual basis with the security office. Whenever the individual is no longer assigned to work in the installation, e.g. upon employee termination or contract completion, all badges shall be immediately returned to the security office.
- C. The contractor shall ensure the proper use of the Identification Cards by its employees. The contractor shall be liable to the Government for any misuse of the cards held by its employees.

## **Restrictions and Standards of Conduct**

The contractor and its employees shall conduct only business covered by this contract during the periods paid for by the FHWA and shall not conduct any other business on Government premises. Contractor personnel shall abide by the normal rules and regulations applicable to the FHWA premises, including any applicable safety and security regulations.

## **Post Award Evaluation of Contractor Performance**

- A. Contractor Performance Evaluations - Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15. The final performance evaluations will be prepared as soon as possible after completion of all required work. Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor may elect to review the evaluation and submit additional information or a rebuttal statement within thirty days. Any contractor response is voluntary. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above

the Contracting Officer, whose decision is final. Copies of the evaluations, contractor responses and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

- B. Electronic Access to Contractor Performance Evaluations - The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain interim and final past performance information. Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>. The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.
- C. Electronic Access to Contractor Performance Evaluations. The U.S. Department of Transportation utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: <https://cpscontractor.nih.gov/>.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment. A second warning message is sent 10 days prior to the due date if the contractor has not yet responded. After the 30 days, you may no longer enter your response to the evaluation as posted.

## P A R T II

### CONTRACT CLAUSES

#### **Printing Restrictions**

All printing funded by the agreement must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

#### **52.212-1 Instructions to Offerors—Commercial Items. (June 2008)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407

Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation.

If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **52.212-2 Evaluation—Commercial Items (Jan 1999).**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

##### **1. Technical**

Technical proposals will be evaluated on the following criteria listed in order of descending importance (items b and c are of equal importance):

- a. Permits – Does the offer include a copy of the offeror's WMATA Permit. The absence of a valid WMATA permit will disqualify an offeror's proposal from further consideration.
- b. Equipment – Does the proposed equipment meet the minimum specifications listed in ATTACHMENT SECTION, Attachment 1.
- c. Staffing – Are the proposed primary and substitute drivers properly licensed. Is there adequate staff available for replacement/additional drivers.



2. Past Performance – Does the offeror have successful references.

3. Price

In addition to the criteria listed above, price will be considered in the ultimate award decision

Technical and past performance, when combined, are more important than price.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

### **52.212-3 Offeror Representations and Certifications—Commercial Items. (June 2008)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

**Number of Employees      Average Annual Gross Revenues**

|                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51–100      | <input type="checkbox"/> \$1,000,001–\$2 million   |
| <input type="checkbox"/> 101–250     | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500     | <input type="checkbox"/> \$3,500,001–\$5 million   |
| <input type="checkbox"/> 501–750     | <input type="checkbox"/> \$5,000,001–\$10 million  |
| <input type="checkbox"/> 751–1,000   | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is

pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

**Line Item No.    Country of Origin**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

**Line Item No. Country of Origin**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

**Line Item No. Country of Origin**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

**Line Item No.**

|  |
|--|
|  |
|  |
|  |

[List as necessary]



(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

**Line Item No. Country of Origin**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

**Line Item No. Country of Origin**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

**Listed End Product    Listed Countries of Origin**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out

the exempt services.) [ *The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
  - Name \_\_\_\_\_.
  - TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

#### **52.212-4 Contract Terms and Conditions—Commercial Items. (Feb 2007)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the

right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.



(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of



termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at [52.212-5](#).
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The [Standard Form 1449](#).
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

## 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items. (June 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

(2) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

☐ (2) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

☐ (3) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

☐ (4) [Reserved]

☒ (5)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Oct 1995) of [52.219-6](#).

☐ (iii) Alternate II (Mar 2004) of [52.219-6](#).

☐ (6)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).

☐ (iii) Alternate II (Mar 2004) of [52.219-7](#).

☒ (7) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

☐ (8)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

☐ (ii) Alternate I (Oct 2001) of [52.219-9](#).

☐ (iii) Alternate II (Oct 2001) of [52.219-9](#).

☐ (9) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

☐ (10) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

\_\_\_ (11)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of [52.219-23](#).

\_\_\_ (12) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (13) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

\_\_\_ (14) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

\_\_\_ (15) [52.219-28](#), Post Award Small Business Program Rerepresentation (June 2007) ([15 U.S.C. 632\(a\)\(2\)](#)).

\_\_\_ (16) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

\_\_\_ (17) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

X (18) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

X (19) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

X (20) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

X (21) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).

X (22) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

X (23) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

X (24)(i) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

\_\_\_ (ii) Alternate I (Aug 2007) of [52.222-50](#).

\_\_\_ (25)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)).

\_\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)).

\_\_\_ (26) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

\_\_\_ (27)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of [52.223-16](#).

\_\_\_ (28) [52.225-1](#), Buy American Act—Supplies (June 2003) ([41 U.S.C. 10a-10d](#)).

\_\_\_ (29)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

\_\_\_ (ii) Alternate I (Jan 2004) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Jan 2004) of [52.225-3](#).

\_\_\_ (30) [52.225-5](#), Trade Agreements (Nov 2007) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

\_\_\_ (31) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (32) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (33) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

\_\_\_ (34) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (35) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (36) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

\_\_\_ (37) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (38) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

\_\_\_ (39) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (40)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

X (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

X (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

— (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

— (7) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Aug 2007) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)



exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(ii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(iv) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(v) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(vii) [52.222-50](#), Combating Trafficking in Persons (Aug 2007) ([22 U.S.C. 7104\(g\)](#)). Flow down required in accordance with paragraph (f) of FAR clause [52.222-50](#).

(viii) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(x) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## **DEPARTMENT OF TRANSPORTATION OF TRANSPORTATION ACQUISITION REGULATION (TAR)**

The contractor shall comply with the Transportation Acquisition Regulation clauses in this paragraph (c) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement required TAR provisions.

**1252.223-71 Accident and Fire Reporting OCT 1994**

**1252.223-73 Seat belt use policies and programs (Apr 2005).**

**1252.237-70 Qualifications of contractor employees (Apr 2005).**

**1252.242-71 Contractor testimony (Oct 1994).**

## **P A R T III**

### **ATTACHMENT SECTION – LIST OF ATTACHMENTS**

1. Vehicle Requirements
2. Regular Shuttle Passenger Vehicle Schedule
3. Example Conference Schedule



**Attachment 1****VEHICLE REQUIREMENTS**

1. The primary vehicle used under this contract for provision of the passenger van service shall be a new 2007 or 2008 model van with less than 20,000 miles. The van shuttle shall provide a minimum seating capacity of 10 passenger seats, (excluding the driver) with simultaneous accommodations for 2 wheelchair mobile passengers accessible through the utilization of a wheel chair lift. Seat belts must be provided for all passengers. The shuttle shall be compliant with 49 CFR PART 38--AMERICANS WITH DISABILITIES ACT (ADA) ACCESSIBILITY SPECIFICATIONS FOR TRANSPORTATION VEHICLES.

2. In our commitment to a "green" Federal fleet vehicle inventory the shuttle bus/van provided must be an Alternative Fuel Vehicles (AFV) <sup>8</sup>. Our goal is to reduce emissions, displacing petroleum use, and enhance public relations. Alternative fuel must be utilized for a minimum of 80 percent of this contract's fuel requirements. (Additional information about alternative vehicles can be obtained on the Department Of Energy web-site under Alternative fuels and advanced vehicles data center)

Replacement or substitute vehicles used in performance of this contract shall have a minimum capacity of 10 passengers, excluding the driver, and it must meet ADA requirements as stated in SECTION C. In addition the replacement vehicle can not be more than 3 model years old.

2. Each vehicle used in performance of this contract shall be covered by liability insurance in the amount of not less than \$1,500,000 per incident.

3. Each vehicle used in performance of this contract shall be equipped with the following special equipment:

- a. Triangular Reflectors
- b. Flares
- c. Fire Extinguisher
- d. First Aid Kit
- e. Cellular Telephone With Hands Free Operation Capability
- f. Flashlight
- g. Full Size Spare Tire And Jack
- h. Climate Control System
- i. Current (Less Than 2 Years Old) Detailed Road Maps Of Washington D.C. Metropolitan Area, Or A GPS Navigational System

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<sup>8</sup> AFV information can be located at <http://www.fueleconomy.gov/feg/current.shtml>. Alternate fuel station locations can be found through [http://www.eere.energy.gov/afdc/stations/find\\_station.php](http://www.eere.energy.gov/afdc/stations/find_station.php). Specific District of Columbia information can be found at <http://www.eere.energy.gov/afdc/states/DC>.

4. Each vehicle used in performance of this contract shall display professionally made sign(s) made of a magnetic backing to attach to the shuttle doors. The sign shall have a blue background surface, black border and letters, block style printer letters between 2 ½ inches and 3 inches tall. The sign will say "TFHRC Shuttle". The signs must be displayed on both sides of the vehicle (placed on the doors). The signs shall be displayed in such a manner as to be visible to security personnel and boarding passengers.

**Attachment 2****REGULAR ROUTE SHUTTLE VEHICLE SERVICE SCHEDULE**

The passenger shuttle will pick-up/discharge passengers at the DOT Headquarters Building in front of the East building entrance on 4<sup>th</sup> Street SE between M Street SE and Tingey Street SE, adjacent to the loading dock.

| <b>DOT HQ / TFHRC Shuttle Schedule</b> |                   |                   |                     |
|--|-------------------|-------------------|---------------------|
| <b>Depart TFHRC</b>                    | <b>Arrive DOT</b> | <b>Depart DOT</b> | <b>Arrive TFHRC</b> |
|  |                   | 6:50 a.m.         | 7:20 a.m.           |
| 7:30 a.m.                              | 8:10 a.m.         | 8:20 a.m.         | 9:00 a.m.           |
| 9:10 a.m.                              | 9:40 a.m.         | 9:50 a.m.         | 10:25 a.m.          |
| 10:45 a.m.                             | 11:20 a.m.        | 11:30 a.m.        | 12:05 p.m.          |
| 12:35 p.m.                             | 1:05 p.m.         | 1:15 p.m.         | 1:50 p.m.           |
| 1:55 p.m.                              | 2:30 p.m.         | 2:35 p.m.         | 3:05 p.m.           |
| 3:15 p.m.                              | 3:50 p.m.         | 4:25 p.m.         | 5:10 p.m.           |
| 5:15 p.m.                              | 6:00 p.m.         |                   |                     |
|  |                   |                   |                     |

## Attachment 3

\* \* example \* \*

**SHUTTLE BUS SCHEDULE  
BETWEEN TFHRC AND  
MARRIOTT WARDMAN PARK HOTEL**

| <b>TFHRC-TRB SHUTTLE SERVICE</b><br><b>January 14 — 17, 2008</b> |                         |                                  |                                  |                         |
|--|-------------------------|----------------------------------|----------------------------------|-------------------------|
| <b>Run No.</b>   | <b>Depart<br/>TFHRC</b> | <b>Arrive TRB<br/>(Marriott)</b> | <b>Depart TRB<br/>(Marriott)</b> | <b>Arrive<br/>TFHRC</b> |
| 1  | 7:10 a.m.*              | 7:45 a.m.                        | 7:55 a.m.                        | 8:30 a.m.               |
| 2  | 8:40 a.m.               | 9:05 a.m.                        | 9:15 a.m.                        | 9:40 a.m.               |
| 3  | 9:55 a.m.               | 10:20 a.m.                       | 10:30 a.m.                       | 10:55 a.m.              |
| 4  | 11:10 a.m.              | 11:35 a.m.                       | 11:45 a.m.                       | 12:15 p.m.              |
| 5  | 12:50 p.m.              | 1:20 p.m.                        | 1:30 p.m.                        | 1:55 p.m.               |
| 6  | 2:10 p.m.               | 2:35 p.m.                        | 2:45 p.m.                        | 3:10 p.m.               |
| 7  | 3:25 p.m.               | 3:50 p.m.                        | 4:00 p.m.                        | 4:25 p.m.               |
| 8  | 4:35 p.m.               | 5:00 p.m.                        | 5:15 p.m.**                      | 5:40 p.m.               |
| <b>9</b>   | <b>6:10 p.m.</b>        | <b>6:45 p.m.</b>                 | <b>7:00 p.m.</b>                 | <b>7:30 p.m.</b>        |
| <b>10</b>  | <b>7:45 p.m.</b>        | <b>8:15 p.m.</b>                 | <b>8:30 p.m.</b>                 | <b>8:55 p.m.</b>        |
| <b>11</b>  | <b>9:15 p.m.</b>        | <b>9:45 p.m.</b>                 | <b>10:00 p.m.*</b>               | <b>10:25 p.m.</b>       |

\* Reserve seat by signing up in the lobby of the Turner Building (\*\*5:15 on Thursday)

**Runs 9, 10, and 11 will only be on the schedule for Monday, Tuesday, and Wednesday. The last run on Thursday will be the 5:15 p.m. run from the Marriott.**